

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

IRIDESCENT NETWORKS, INC.

Plaintiff,

v.

**AT&T INC., AT&T OPERATIONS, INC.,
AT&T SERVICES, INC., AND AT&T
MOBILITY, LLC.**

Defendants.

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C.A. NO. 6:16-cv-01003

JURY TRIAL DEMANDED

STIPULATION REGARDING DISMISSAL WITHOUT PREJUDICE

Plaintiff Iridescent Networks, Inc. (“Plaintiff”) and Defendants AT&T Inc. (“AT&T Inc.”), AT&T Operations, Inc. (“AT&T Operations”), AT&T Services, Inc. (“AT&T Services”), and AT&T Mobility LLC (“AT&T Mobility”) (collectively, “Defendants”) (Defendants and Plaintiff referred to below collectively as the “Parties”), jointly submit this stipulation and proposed order regarding the dismissal of AT&T Inc., AT&T Services, and AT&T Operations without prejudice from Civil Action No. 6:16-cv-01003 (the “Action”).

Defendants hereby make the following representations:

AT&T Inc. does not make, use, sell, offer for sale, or import any products, methods, or services.

STIPULATIONS BY PARTIES

Based on the Defendants’ representations above, the Parties hereby stipulate to and request that the following relief be granted:

1. The Parties stipulate to the dismissal of AT&T Inc., AT&T Services, and AT&T Operations without prejudice from the Action and request that the Court enter the accompanying

order dismissing AT&T Inc., AT&T Services, and AT&T Operations without prejudice from Civil Action No. 6:16-cv-01003.

2. For the purposes of the Action only, Defendants will not take the position that Plaintiff's claims should fail because Plaintiff has not sued the proper entity or entities related to AT&T. For the purposes of this Action only, a single entity shall be deemed to own and operate AT&T's LTE network, and all the facilities used to provide it; and that same entity shall be deemed to earn all the revenues derived from AT&T's LTE network. Said entity shall be referred to as "AT&T" and/or "AT&T Mobility" in all submissions to the jury, which shall be further instructed to disregard any reference to corporate distinctions among AT&T Inc., its subsidiaries, and/or its affiliates that may appear in the record.

3. For the purposes of this Action only, Defendants shall not object based on any distinction among Defendants (i) to any discovery served by Plaintiff, including the production of documents and things, answering interrogatories, or production of any witness for deposition, or (ii) to the admissibility of any evidence. For the purposes of requests for discovery in the Action only, any and all information, documents, and witnesses in the possession, custody or control of AT&T Inc., AT&T Services, or AT&T Operations at the time of the request shall be deemed to be also in the possession, custody or control of AT&T Mobility for purposes of the Action, but only to the extent any such information, documents, and witnesses would otherwise be discoverable in the Action. Following their dismissal, AT&T Inc., AT&T Services, and AT&T Operations shall remain obliged to preserve relevant materials and information to the same extent as if they were parties to the Action.

4. For the purposes of this Action only, Defendants stipulate that they shall not argue that Plaintiff should have brought its claims for patent infringement against AT&T Inc., AT&T

Services, or AT&T Operations or any other party affiliated with AT&T Inc. in order to collect any damages it seeks from Defendants for alleged infringement of the patents-in-suit; that the dismissal of AT&T Inc. shall not affect Plaintiff's ability to recover the damages it seeks entirely from Defendants; and that AT&T Mobility is able to satisfy any judgment against them in the Action.

5. For the purposes of this Action only and for the sole and limited purpose of considering the establishment, maintenance, and challenges to venue in this Action, Defendants stipulate that AT&T Inc., AT&T Services, or AT&T Operations shall be considered as if they were still parties to this action notwithstanding their dismissal.

6. The Parties further agree that this Stipulation or any portion thereof shall not be argued to be evidence of infringement or non-infringement, validity or invalidity, and shall not be presented to or mentioned in front of the jury at any trial of this case as such evidence or for any other purpose.

Dated: September 15, 2016

Respectfully submitted,

Respectfully submitted,

By: /s/ Douglas M. Kubehl

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**ATTORNEYS FOR PLAINTIFF
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CERTIFICATE OF SERVICE

Pursuant to Local Rule 5.1(d) and (e), the undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system on this 15th day of September, 2016. Any other counsel of record will be served by facsimile transmission.

/s/ Ian B. Crosby